

VIEW Report

Louisville Aug16 C-DMA Nielsen Live+7

All-Wks Avrg

	Notes	Rate \$\$	RC %	RC \$	Unit/ Wk	Unit Tot	DP Code	Src	Start Date	End Date	Wk 1 9/26 '16	Wk 2 10/3 '16
Louisville Aug16 C-DMA Nielsen Live+7		\$2096.00				52					39	13
3211, LOSI- Southern	PE	\$2096.00				52					39	13
CNN -TV		\$120.00				12					9	3
Tu-Su 5a-10a		\$8.00	89%	\$9.00	2	3	RT	TP			3	
M 5a-10a		\$8.00	73%	\$11.00	1	1	RT	TP				1
Tu-Su 10a-6p		\$8.00	80%	\$10.00	2	3	RT	TP			3	
M 10a-6p		\$8.00	80%	\$10.00	1	1	RT	TP				1
Tu-Su 6p-12m		\$14.00	93%	\$15.00	2	3	RT	TP			3	
M 6p-12m		\$14.00	74%	\$19.00	1	1	RT	TP				1
ESPN-TV		\$696.00				12					9	3
Tu-Su 5a-10a		\$43.00	93%	\$46.00	2	3	RT	TP			3	
M 5a-10a		\$43.00	74%	\$58.00	1	1	RT	TP				1
Tu-Su 10a-6p		\$29.00	63%	\$46.00	2	3	RT	TP			3	
M 10a-6p		\$29.00	81%	\$36.00	1	1	RT	TP				1
Tu-Su 6p-12m		\$102.00	94%	\$108.00	2	3	RT	TP			3	
M 6p-12m		\$102.00	74%	\$137.00	1	1	RT	TP				1
FXNC-TV		\$528.00				12					9	3
Tu-Su 5a-10a		\$39.00	95%	\$41.00	2	3	RT	TP			3	
M 5a-10a		\$39.00	74%	\$53.00	1	1	RT	TP				1
Tu-Su 10a-6p		\$26.00	65%	\$40.00	2	3	RT	TP			3	
M 10a-6p		\$26.00	81%	\$32.00	1	1	RT	TP				1
Tu-Su 6p-12m		\$67.00	94%	\$71.00	2	3	RT	TP			3	
M 6p-12m		\$67.00	74%	\$90.00	1	1	RT	TP				1
HGTV-TV		\$344.00				8					6	2
Tu-Su 10a-6p		\$32.00	100%	\$32.00	2	3	RT	TP			3	
M 10a-6p		\$32.00	82%	\$39.00	1	1	RT	TP				1
Tu-Su 6p-12m		\$54.00	95%	\$57.00	2	3	RT	TP			3	
M 6p-12m		\$54.00	74%	\$73.00	1	1	RT	TP				1
HIST-TV		\$408.00				8					6	2
Tu-Su 10a-6p		\$35.00	95%	\$37.00	2	3	RT	TP			3	
M 10a-6p		\$35.00	81%	\$43.00	1	1	RT	TP				1

				Notes	Rate \$\$.00	RC %	RC \$	Unit/ Wk	Unit Tot	DP Code	Src	Start Date	End Date	Wk 1 9/26 '16	Wk 2 10/3 '16
			Tu-Su 6p-12m		\$67.00	94%	\$71.00	2	3	RT	TP			3	
			M 6p-12m		\$67.00	74%	\$90.00	1	1	RT	TP				1
Total					\$2096.00				52					39	13

This report has been prepared using STRATA NuMath research.
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Adjustments: Network Insertability and Network Carriage have been factored into calculations.

Louisville Aug16 C-DMA Nielsen Live+7

Cable Zones: TIME WARNER CABLE, LOSI- Southern Indiana

» Estimate information indicated has been supplied by the user.

Source Field Codes:

TP – Time Period

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TIME WARNER ADVERTISING SALES AGREEMENT TO TERMS AND CONDITIONS FOR ADVERTISERS, AGENCIES AND REP FIRMS.

The person or entity ("ADVERTISER") contracting for the cablecast, wireless distribution, internet, active advertising or VOD placement or other distribution of any kind (collectively, "distribution") of commercial advertisements, video assets, overlays, programs or other content materials of any kind (collectively, "Announcements") covered by this contract and Time Warner Cable Media Sales ("TWC") hereby agree as follows:

1. BILLING AND PAYMENTS

- (a) TWC will bill ADVERTISER on a monthly basis, unless otherwise provided on the face of this contract.
- (b) ADVERTISER shall pay each invoice in full within fifteen days after receipt, without any deduction or right of set-off or counterclaim.
- (c) Upon ADVERTISER'S request, TWC may include verifications of performance with monthly invoices issued hereunder, but the furnishing and accuracy of such verifications shall not be a condition precedent to ADVERTISER'S obligation to timely pay any such invoice. TWC shall not be liable to ADVERTISER for, and makes no representations or warranties with respect to, such verifications, except that, in the case of TWC affiliated cable television systems ("Systems") such verifications shall accurately reflect the computerized log for the System on which the Announcement was distributed.
- (d) Other remedies for non-payment notwithstanding, if any amounts payable to TWC hereunder are not received on or before the tenth day after such amount was due, then a late payment charge equal to 1.5% per month of such past due amount, cumulative (or if such amount exceeds the maximum permitted under applicable law, then such maximum amount) shall become due and payable by ADVERTISER to TWC in addition to such amounts owed hereunder, until all amounts are paid in full. ADVERTISER shall reimburse TWC for all amounts incurred in connection with collection activities, including, but not limited to, collection agency charges, reasonable attorney fees and costs.
- (e) Time is of the essence hereof. If TWC does not receive timely payment, then TWC in its sole discretion may discontinue further performance under this contract.

2. TERMINATION

- (a) Announcements of sixty seconds or less in duration may be canceled by TWC or ADVERTISER upon fourteen days prior written notice, but no such cancellation shall be effective until fourteen days after the initial start date hereunder unless otherwise stated on the face of this contract.
- (b) Announcements of more than sixty seconds in duration may be canceled by TWC or ADVERTISER upon twenty-eight days prior written notice, but no such cancellations shall be effective until twenty-eight days after the initial start date hereunder unless otherwise stated on the face of this contract.
- (c) Announcements consisting of non-traditional or "advanced" advertising where additional and varying cancellation times are necessarily required, including without limitation Announcements involving Video on Demand ("VOD") or interactive advertising of any kind, overlay creation or approval, or Announcements to be distributed over the internet, may be canceled by TWC or ADVERTISER upon delivery of such advance written notice (which may be 60 days or longer) as TWC may determine is reasonably necessary under the circumstances taking into account applicable advertising campaign and System requirements.
- (d) TWC may cancel this contract for convenience upon five days prior written notice to ADVERTISER.
- (e) If ADVERTISER cancels all or any portion of this contract, all discounts are void and rates on TWC's then current rate card shall apply. In addition, ADVERTISER shall pay all non-recoverable out-of pocket expenses incurred by TWC in connection with any related promotion, contest, sponsorship, sweepstakes or other service provided to ADVERTISER in connection herewith.
- (f) If ADVERTISER cancels any special promotion, contest, sponsorship, sweepstakes or other service provided to ADVERTISER by TWC then, at TWC's sole discretion, any related discounts for Announcements shall be void and rates on TWC's then current rate card shall apply.

3. EFFECT OF BREACH

- (a) If ADVERTISER materially breaches this contract, including without limitation a failure to pay any sum when due, then TWC may terminate this contract immediately upon notice (which may be either written or verbal) to ADVERTISER and may, without liability, refuse to distribute ADVERTISER's Announcements in the future, but such termination shall not in any way release any party from its obligation to pay in full all amounts due hereunder. Upon any such cancellation, all unpaid amounts due to TWC hereunder shall become immediately due and payable.
- (b) If TWC materially breaches this contract, then ADVERTISER may cancel this contract upon written notice to TWC, unless TWC has cured or is diligently proceeding to cure such breach.

4. RATES AND CHARGES

- (a) TWC reserves the right to increase rates at any time without prior notice, but no such increases shall be applied to Announcements distributed under this contract, until forty-five days after written notification to ADVERTISER.
- (b) With prior TWC approval, Announcements of a parent and/or subsidiary of ADVERTISER (or, if applicable, the person or entity on whose behalf ADVERTISER is acting), scheduled to be distributed within 13 weeks from the date of the first distribution of an Announcement under this contract, or from the start of a pre-determined contract year, may be combined for discounts.
- (c) With prior TWC approval, ADVERTISER may contract for Announcements of various lengths and/or advanced advertising capabilities subject to TWC's then current rate card.
- (d) ADVERTISER shall pay all expenses related to the delivery of Announcements to TWC. Neither TWC nor any System will accept or process mail, correspondence, or telephone calls in connection with the distribution of any Announcement hereunder, except upon prior TWC approval and, if so approved, at the sole risk of ADVERTISER and subject to payment or reimbursement by ADVERTISER of all expenses incurred by TWC or any System in connection therewith.

5. AD CONTENT

- (a) ADVERTISER hereby grants to TWC a worldwide, non-exclusive, limited, sublicensable right to distribute, reproduce, adapt, transcode, display, perform and technologically manipulate the Announcements on the Systems or via any other distribution method or platform.

(b) Unless otherwise noted on the face of this contract, ADVERTISER shall furnish or cause to be furnished to TWC or the applicable System(s) the content of all Announcements (“Ad Content”). ADVERTISER shall comply with TWC’s requirements regarding specifications for Announcements and Ad Content and the shipping thereof.

(c) In the case of Announcements to be distributed on any System (“System Announcements”), ADVERTISER shall deliver such Announcements and scheduling instructions to TWC or the System, as applicable, (i) at least 48 hours in advance in the case of traditional spot cable System Announcements, and (ii) in the case of non-traditional or “advanced” advertising where additional and varying lead times are necessarily required, including without limitation Announcements involving VOD or interactive advertising of any kind, overlay creation or approval, or Announcements to be distributed over the internet, then in accordance with such instructions as TWC may determine and provide to ADVERTISER depending upon applicable advertising campaign and System requirements. If System Announcements and instructions are not received by TWC by the applicable deadline established by TWC, then TWC may bill ADVERTISER for the time reserved.

(d) TWC will use its reasonable efforts to distribute Announcements despite late receipt thereof, but shall have no liability for Announcements that are not distributed due to late delivery by ADVERTISER.

(e) ADVERTISER represents, warrants and covenants that (i) it shall be responsible, at its sole expense, for securing, and has secured, all rights, licenses, releases and consents required in connection with distribution of the Ad Content by TWC on the Systems or via any other distribution method or platform, including, but not limited to, copyright performance and music synchronization rights (including without limitation through to the viewer music performance rights) with regard to all Announcement materials including, but not limited to video, audio, script, talent and other materials; (ii) the Ad Content is truthful and not misleading; (iii) no Ad Content is or will be illegal, libelous, slanderous or defamatory; (iv) all Ad Content will be appropriate for family viewing under local community standards; and (v) no Ad Content violates or infringes or will violate or infringe the rights of any person, including without limitation copyrights, music synchronization or performance rights, dramatic or non-dramatic music rights, trademark or tradename rights, patent rights or any other literary, dramatic or music performance rights or rights of privacy or publicity (collectively, “IP Rights”). Without limiting any other right or remedy that TWC may have under this contract, at law or in equity, TWC may terminate this contract and/or immediately cease distribution of any Announcement if any of the foregoing representations are breached.

(f) All Announcements to be distributed hereunder are subject to the prior approval of TWC and TWC may, without restriction or liability, refuse to distribute any Announcement, which TWC in its sole discretion determines to be unsatisfactory, unsuitable, or contrary to the public interest for any reason whatsoever. If TWC should so refuse to distribute any Announcement, TWC will attempt to so notify ADVERTISER by telephone, facsimile or email, and unless ADVERTISER timely furnishes or causes to be furnished satisfactory replacement Ad Content, TWC may bill ADVERTISER for the time reserved.

(g) TWC shall exercise normal precautions in handling Announcement materials or other property furnished to it hereunder, but shall not be liable for any loss or damage thereto. All tapes, production and other Ad Content or related materials used in any Announcement shall be the exclusive property of TWC unless specifically noted on the face of this contract. No commercial tapes, Ad Content or other Announcement materials provided by ADVERTISER will be returned unless: (i) ADVERTISER has so requested on the face of this contract, and (ii) ADVERTISER picks up such materials at its own expense within thirty (30) days after the last distribution date hereunder. Otherwise, TWC may dispose of all such tapes and other Ad Content or other Announcement materials at any time after 30 days following the last use or distribution date. In addition, any video tapes, hard drive storage or other physical media on which video shot or produced by TWC is stored will not be retained and can be reused, recycled or disposed of unless otherwise expressly provided on the face of this contract.

(h) TWC may deliver copies of Announcements, Ad Content or any other Announcement material to any third party pursuant to a subpoena, court order or similar judicial process.

6. DISTRIBUTION ISSUES; SUBSTITUTIONS; SUBSCRIBER COUNTS

(a) If, for any reason, all or any portion of an Announcement is not distributed at the scheduled time, TWC may distribute such Announcement at a subsequent time in the same or a comparable manner or class of air time or, alternatively, TWC System may provide a corresponding credit for subsequent Announcement distribution.

(b) TWC shall have the right to substitute for any Announcement any matter which in TWC’s sole discretion is deemed to be of greater local or national interest or importance, including without limitation sporting events. TWC will notify ADVERTISER in advance or within a reasonable time after such a substitution, and the provisions of Section 6(a) shall apply.

(c) Announcements scheduled in programs following events (such as feature films, sports or special programming of any kind), which run beyond their normally scheduled time, or Announcements scheduled in programs which are interrupted for any reason, will be automatically rescheduled within the delayed or interrupted program without prior notice to ADVERTISER and will be billed at the rate as if the event had concluded at its normal time or there had been no interruption.

(d) TWC makes no representations or warranties to ADVERTISER with respect to the number or composition of subscribers to whom an Announcement actually may be distributed. The number and composition of subscribers to a System or other distribution platform will vary by network, type of video feed and other circumstances and may change at any time. In particular, TWC makes no representations or warranties to ADVERTISER with respect to the number or composition of subscribers to whom a System Announcement will be distributed when viewed in a high definition feed or using any of TWC’s “Enhanced TV” services, including without limitation Start Over, Look Back, Catch Up, Quick Clips or other similar services. Notwithstanding anything to the contrary in this contract or in any other materials reviewed by ADVERTISER, the number of subscribers to which any System Announcement shall be deemed distributed for purposes of this contract shall be the applicable standard definition Add Insertable Universe Estimate for the applicable System, network tier and channel as of the distribution date of such Announcement as determined by reference to the applicable Universe Estimate published by Nielsen Media Research, Inc. Under no circumstances shall TWC be liable to ADVERTISER in any way for any changes that may occur in the number or composition of subscribers to any System (or other distribution platform), network tier or channel during the term of this contract or otherwise.

(e) TWC also makes no representations or warranties to ADVERTISER with respect to the distribution schedules for System Announcements that are distributed in high definition feeds. Any verifications of performance delivered by TWC hereunder shall apply only to Announcement schedules that run in standard definition feeds. If a high definition feed is simulcast with the corresponding standard definition feed, then TWC will use commercially reasonable efforts to run Announcements at the same time in both feeds. If a high definition feed is not simulcast with the corresponding standard definition feed, then Announcements will not run at the same time in both feeds. Regardless of whether or not a high definition feed is simulcast with the corresponding standard definition feed, Announcements distributed in high definition feeds often are not able to be distributed in the same advertising zones as the corresponding Announcements in the standard definition feed.

(f) TWC may place System Announcements on behalf of third party cable television operators under an advertising interconnect or other agreement in effect in all or part of a Designated Market Area (“Applicable DMA Territory”). In such event, TWC cannot guarantee that System Announcements distributed hereunder will be viewed by all subscribers within the Applicable DMA Territory. ADVERTISER hereby agrees that an order shall be deemed fulfilled under this contract if a System Announcement is distributed to at least 90% of the insertable subscribers in the

Applicable DMA Territory.

(g) ADVERTISER also acknowledges and agrees that program names and schedules may change at any time due to alterations by the networks or other causes, and that TWC shall not be liable for any such changes.

7. SCREEN VIEW AND INTERNET ISSUES

(a) The organization, format, structure or “look and feel” of any Internet web site, microsite, VOD navigation path or screen view used for distribution of Announcements or interactive offers will vary by System location and/or hardware configuration. TWC reserves the right to redesign or modify at any time without notice any or all of the organization, format, structure or “look and feel” of any Internet web site, microsite, VOD navigation path or screen view used for distribution of Announcements or interactive offers. In the event such modifications affect the placement of an Announcement, TWC will attempt to notify ADVERTISER and work with ADVERTISER to display the advertisement in a comparable manner.

(b) In addition, Internet Announcements, interactive advertisements, including but not limited to banners and overlays, and VOD or Viewer selected Announcements are subject to, and TWC shall have no liability for, any web site or network downtime (regardless of cause), including without limitation downtime caused by (i) server failures or downtime, (ii) the telecommunications and/or network related equipment of TWC or its internet or other service providers, or (iii) the construction, installation, repair, maintenance, presence, use or removal of systems or equipment connected to or comprising the network or TWC’s internet service or the applicable web site.

(c) All Internet Announcement materials shall comply with TWC’s applicable technical requirements. All programming codes and computer files are the property of TWC.

8. INDEMNIFICATION; LIMITATION OF LIABILITIES

(a) ADVERTISER shall, to the fullest extent permitted by law, indemnify and hold TWC harmless from and against any and all liability (including without limitation costs and reasonable attorneys’ fees) resulting from (i) the breach by ADVERTISER of any representation, warranty or covenant made by it hereunder, including but not limited to the failure to make timely payment to TWC, or (ii) the distribution of any Announcement and/or Ad Content or other materials provided by or on behalf of ADVERTISER, including, without limitation, any Announcement and/or Ad Content or other material that infringes, misappropriates or violates the IP Rights of any third party.

(b) ADVERTISER further agrees, to the fullest extent permitted by law, to indemnify, defend and hold TWC harmless from and against all liabilities by reason of any claims, suits or proceedings arising out of any Internet Announcement provided by or on behalf of ADVERTISER that contains, links to, or otherwise results in end user exposure to any virus, worm or “Trojan Horse” or other contaminating or destructive features, materials or information.

(c) TWC makes no representation as to, and shall not be liable in any way for, the accuracy of or information included in, or the results generated by, any Announcement, Ad Content or other material provided by or on behalf of ADVERTISER. TWC also makes no representations, warranties or guarantees of any kind, either express or implied with respect to the functionality or performance of any internet, VOD or other interactive Announcement or advertising, including without limitation, any warranties of merchantability, fitness for a particular purpose or other warranties arising by usage of trade, course of dealings or course of performance. Without limiting the generality of the foregoing, TWC specifically does not warrant or guarantee (1) a minimum number of System subscribers that will view, initiate or have access to VOD or interactive advertising; or (2) that any VOD or interactive advertising or the operation thereof (a) will meet Advertiser’s requirements; (b) will be uninterrupted, or (c) will be continuously available to all applicable System subscribers at the same time.

(d) IN NO EVENT SHALL TWC BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR OTHER DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, GOOD WILL, OR OTHER PECUNIARY LOSS) ARISING OUT OF THIS CONTRACT OR BE SUBJECT TO EQUITABLE REMEDIES OR INJUNCTIVE RELIEF.

(e) The provisions of this Section 8 shall survive any cancellation or termination of this contract.

9. CONFIDENTIAL SUBSCRIBER INFORMATION

(a) For purposes of this contract, “Subscriber Information” shall include, without limitation, name, address, telephone numbers, social security numbers, PIN number, credit card or bank account numbers, email addresses, billing addresses or any other personally identifiable subscriber information. To the extent that ADVERTISER receives Subscriber Information from or about any internet web site, VOD or interactive advertising users or System subscribers (collectively, “TWC Customers”), ADVERTISER acknowledges and agrees that (a) it shall use such Subscriber Information only for the express purpose of a one-time solicitation with respect to the specific product or service that was originally advertised in the Announcement that generated such Subscriber Information (the “Advertised Product”), (b) it shall purge the Subscriber Information from its or any third parties customer list, mailing list or similar customer database after the use of such Subscriber Information pursuant to clause (a) above, (c) without the express written permission of TWC, it shall not contact any TWC Customers by telephone or make any telephone solicitations of the Advertised Product or any other product to any TWC Customers, and (d) it shall not use such Subscriber Information for any purpose other than that set forth in clause (a) above, including without limitation (i) offering, soliciting or contacting TWC Customers with respect to products or services other than the Advertised Product, (ii) including the Subscriber Information on any ADVERTISER or third party mailing list after the initial direct mail solicitation permitted in clause (a) above, (iii) offering, soliciting or contacting TWC Customers using methods other than direct mailings, including without limitation mass mailings, telephone solicitations or electronic mailings and (iv) selling, sharing, leasing or otherwise disclosing or disseminating Subscriber Information to any third parties for any purpose that is not directly related to the sale of the Advertised Product, as well as the inclusion of Subscriber Information on any third party mailing list or customer list.

(b) ADVERTISER hereby agrees to (i) comply with all applicable privacy laws; (ii) display its privacy policy in a readily accessible and conspicuous location; and (iii) take reasonable steps to enable third parties to access ADVERTISER’S privacy policy.

10. ADVERTISER/AGENCY/SERVICE

(a) If ADVERTISER is an agency or time-buying service acting on behalf of an advertiser and/or agency (or both, as the case may be) with respect to this contract, then such agency or time-buying service, as the case may be, hereby represents and warrants that it has the authority from such advertiser and/or agency (or both, as the case may be) to enter into this contract and to otherwise act as agent for such advertiser and/or agency (or both, as the case may be) for all purposes hereof.

(b) Notwithstanding anything in this contract to the contrary (or the party to which any invoice may be rendered hereunder), if ADVERTISER is an agency or time-buying service acting on behalf of an advertiser and/or agency (or both, as the case may be) with respect to this contract, then all obligations of ADVERTISER under this contract, including without limitation the obligations of ADVERTISER pursuant to Sections 1, 4, 8 and 9 above, shall be the joint and several obligations of such time-buying service, agency and advertiser, as the case may be.

(c) Failure of an agency or time-buying service to receive adequate funds from an advertiser or client does not relieve such agency or time-buying service from the obligation to timely pay all

amounts due to TWC under this contract. Payment by an advertiser to its agency or time-buying service, as the case may be, or payment by an agency to a time-buying service, shall not constitute payment to TWC.

11. GENERAL

(a) This Agreement is subject to the terms and conditions of all licenses held by TWC or any System, and to all federal, state and municipal laws now in force or hereafter enacted, including without limitation the rules, regulations, orders, decision and policies of the Federal Communications Commission.

(b) Neither TWC nor any System shall be obligated to distribute Announcements regarding any product or service other than as expressly specified herein.

(c) This contract is not exclusive and TWC and all Systems remain free to solicit and to distribute programs or announcements of other advertisers whether or not they are in competition with the business, products or services of ADVERTISER.

(d) This contract, including the rights under it, may not be assigned or transferred without the prior written consent of TWC; nor may TWC be required to distribute Announcements hereunder for the benefit of any ADVERTISER other than the one named on the face of this contract. Failure of TWC or ADVERTISER to enforce any of the provisions herein shall not be construed as a general relinquishment or waiver as to that or any other provision.

(e) This contract contains the entire agreement of the parties relating to the subject matter hereof, and no change to any of its terms or provisions shall be effective unless made in writing and signed by both TWC and ADVERTISER.

(f) Delivery to TWC or any System of any Announcement, Ad Content or other materials by or on behalf of ADVERTISER for distribution hereunder, shall constitute ADVERTISER'S acceptance of all of the terms and conditions of this contract.

(g) This contract shall be governed by and construed in accordance with the internal laws of the State of New York without regard to the conflicts of laws principles thereof.

By signing this document, you hereby represent the information contained on this form is accurate and acknowledge it is furnished for the purpose of securing credit from Time Warner Cable Media Sales. Signatory must be the proprietor, partner, company officer, or agent of the company with authorization to enter into contractual agreements. The Applicant guarantees payment for services rendered to the above described firm and for obligations from the extension of credit to such firm by Time Warner Cable Media Sales.

Date: Signature/Applicant:

AE: Customer Name: